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3 **UNITED STATES DISTRICT COURT**  
4 **DISTRICT OF NEVADA**

5 CONTENT INTERACTIVE LLC,

6 Plaintiff,

7 v.

8 COX COMMUNICATIONS, INC., et  
9 al.

10 Defendants.

Case No. 2:11-cv-00314-ECR-CWH

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER IN A PATENT  
CASE**

**JURY TRIAL DEMANDED**

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13 **Proceedings and Information Governed.**

14 1. This Order (“Protective Order”) is made under Fed. R. Civ. P. 26(c) and  
15 governs any Discovery Materials designated as Confidential, Confidential Outside  
16 Counsel Only, and Highly Restricted Confidential - Source Code as those terms are  
17 defined below, furnished by Plaintiff or a Defendant (each hereinafter a “Party”) to any  
18 other Party in the above styled and numbered case and any adjunct subpoena proceedings  
19 incident hereto before any tribunal (the “Litigation”). This Protective Order further  
20 applies to any non-party (“Third Party”) who produces documents or things in connection  
21 with this Litigation regardless of whether such production is made pursuant to subpoena.  
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23 **Definitions.**

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25 2. (a) “Discovery Materials” means anything produced or provided by any  
26 Party to another Party or by any Third Party to a Party in this Litigation, including, but  
27 not limited to, documents, things, deposition testimony, responses to interrogatories,  
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1 responses to requests for admission, responses to requests for production of documents,  
2 deposition transcripts and videos, deposition exhibits, source code, and other writings or  
3 things produced, given, served, or filed in this Litigation, as well as any copies, excerpts,  
4 abstracts, analyses, summaries, descriptions, or other forms of recorded information  
5 containing, reflecting, or disclosing such information.  
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7 (b) “Producing Party” or “Designating Party” means a Party to this Litigation,  
8 or any Third Party, on behalf of which documents, things, or information are furnished,  
9 produced, or disclosed, whether voluntarily or in response to a request for discovery or by  
10 court order, during the course of this Litigation.

11 (c) “Receiving Party” means a Party to which documents, things, or  
12 information are furnished, disclosed, or produced during the course of this Litigation.  
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14 (d) A designation of “Confidential” shall mean that the Discovery Material so  
15 designated includes, discloses, or comprises, in whole or in part, trade secrets or  
16 commercial information that is not publicly known and is of technical or commercial  
17 advantage to its possessor, or other information required by law or agreement to be kept  
18 confidential.  
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20 (e) A designation of “Confidential Outside Counsel Only” shall mean that the  
21 Discovery Material so designated includes, discloses, or comprises, in whole or in part,  
22 information that the Producing Party deems especially sensitive, which may include, but  
23 is not limited to, confidential research and development, financial, technical, marketing,  
24 or any other sensitive or trade secret information.  
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26 (f) A designation of “Highly Restricted Confidential - Source Code” shall  
27 mean that the Discovery Material so designated includes source code or other electronic  
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1 files used in network operations, comments for source code or network operation files, or  
2 revision histories.

3 **Designation and Maintenance of Information.**

4         3. Confidential, Confidential Outside Counsel Only, and Highly Restricted  
5 Confidential - Source Code information does not include, and this Protective Order does  
6 not apply to (1) information that is already lawfully in the knowledge or possession of the  
7 Receiving Party, unless that Party is already bound by agreement not to disclose such  
8 information, (2) information that has been disclosed to the general public in a manner  
9 making such information no longer confidential, (3) information that the Receiving Party  
10 can show was obtained (without any benefit or use of confidential Discovery Material)  
11 from a third party having the right to disclose such information to the Receiving Party  
12 without restriction or obligation of confidentiality, (4) information that the Receiving  
13 Party can show by written record was independently developed by it after the time of  
14 disclosure by personnel who did not have access to the Producing Party's confidential  
15 Discovery Material, or (5) information that was submitted to a governmental entity  
16 without request for confidential treatment.  
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20         4. Discovery Materials produced during the course of this Litigation within  
21 the scope of paragraph 2(d) above may be designated by the Producing Party as  
22 containing Confidential information by placing on each page and each thing a legend  
23 substantially as follows:  
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25                 **“CONFIDENTIAL” or “CONFIDENTIAL SUBJECT TO PROTECTIVE**  
26                                 **ORDER”**  
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1           5.     Discovery Materials produced during the course of this Litigation within  
2 the scope of paragraph 2(e) above may be designated by the Producing Party as  
3 containing Confidential Outside Counsel Only information by placing on each page and  
4 each thing a legend substantially as follows:

5                   **“CONFIDENTIAL OUTSIDE COUNSEL ONLY” or “CONFIDENTIAL**  
6                   **OUTSIDE COUNSEL ONLY SUBJECT TO PROTECTIVE ORDER”**

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8           6.     Discovery Materials produced during the course of this Litigation within  
9 the scope of paragraph 2(f) above may be designated by the Producing Party as  
10 containing Highly Restricted Confidential - Source Code Information by placing on each  
11 page and each thing a legend substantially as follows:

12                   **“HIGHLY RESTRICTED CONFIDENTIAL - SOURCE CODE” or “HIGHLY**  
13                   **RESTRICTED CONFIDENTIAL - SOURCE CODE SUBJECT TO**  
14                   **PROTECTIVE ORDER”**

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17           7.     In the event that a Party chooses to produce documents in native format, the  
18 designation may be made by (1) producing the documents in a database and including the  
19 designation in a separate database field, (2) affixing a label to the media on which the  
20 native documents are being produced, (3) including the designation in the native  
21 document’s file name, or (4) providing notice of such designation by any other means  
22 agreed to in writing by both the Receiving Party and the Producing Party. To the extent a  
23 Receiving Party intends to use a document produced in native format for depositions,  
24 pleadings, trial, or for any other purpose where the identification of individual pages is  
25 necessary, that Party shall number the individual pages of the document (such that, for  
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1 example, with respect to information produced in native format and marked with the  
2 bates number "227543," a Party wishing to use that information in a deposition will  
3 number the individual pages as "227543.1, 227543.2, ...").

4 8. A Party may designate Discovery Materials disclosed at a deposition as  
5 Confidential, Confidential Outside Counsel Only, or Highly Restricted Confidential -  
6 Source Code by requesting the reporter to so designate the transcript or any portion of the  
7 transcript at the time of the deposition. If no such designation is made at the time of the  
8 deposition, any Party will have twenty-one (21) calendar days after receipt of the  
9 deposition transcript to designate, in writing to the other Parties and to the court reporter,  
10 whether the transcript or any portion thereof is to be designated as Confidential,  
11 Confidential Outside Counsel Only, or Highly Restricted Confidential - Source Code.  
12 During this twenty-one (21) calendar day period, the transcript must be treated as  
13 Confidential Outside Counsel Only, unless the Producing Party consents to less  
14 confidential treatment of all or some of the transcript. If no such designation is made at  
15 the time of the deposition or within this twenty-one (21) calendar day period, the entire  
16 deposition will be considered devoid of Confidential, Confidential Outside Counsel Only,  
17 or Highly Restricted Confidential - Source Code information. Each Party and the court  
18 reporter must attach a copy of any final and timely written designation notice to the  
19 transcript and each copy of the transcript in its possession, custody or control, and the  
20 portions designated in such notice must thereafter be treated in accordance with this  
21 Protective Order. It is the responsibility of outside counsel of record for each Party to  
22 maintain materials containing Confidential, Confidential Outside Counsel Only, or  
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1 Highly Restricted Confidential - Source Code information in a secure manner and  
2 appropriately identified so as to allow access to such information only to such persons  
3 and under such terms as is permitted under this Protective Order.

4 9. In the case of written discovery responses and the information contained  
5 therein, the responses may be designated as containing Confidential, Confidential Outside  
6 Counsel Only, or Highly Restricted Confidential - Source Code information by means of  
7 a statement at the conclusion of each response that contains such information specifying  
8 the level of confidentiality and by placing a legend on the front page of such discovery  
9 responses stating: CONTAINS [the highest level of designation contained in the answers]  
10 INFORMATION.  
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13 **Inadvertent Failure to Designate or Claim Privilege.**

14 10. The inadvertent failure to designate Discovery Materials in accordance with  
15 this Protective Order or to withhold information, documents, or other things as subject to  
16 the attorney-client privilege, the attorney work product doctrine, or other applicable  
17 immunity, privilege, or exemption from discovery, will not be deemed to waive a later  
18 claim as to its confidential or privileged nature.  
19

20 11. In the case of a failure to designate Discovery Materials under the  
21 Protective Order, such failure shall not preclude the Producing Party from making  
22 appropriate designations at a later date in writing and with particularity. The newly  
23 designated information must be treated by any Receiving Party in accordance with its  
24 new designation from the time the Receiving Party is notified in writing of the change.  
25 If, prior to receiving such notice, the Receiving Party has disseminated the Discovery  
26 Materials to individuals not authorized to receive it hereunder, it shall make a reasonable  
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1 effort to retrieve the Discovery Materials or to otherwise assure that the recipient(s)  
2 properly mark and maintain the confidentiality of the Discovery Materials, but shall have  
3 no other responsibility or obligation with respect to the information disseminated.

4       12. If a Producing Party inadvertently discloses to a Receiving Party  
5 information that is subject to the attorney-client privilege, the attorney work product  
6 doctrine, or that is otherwise privileged or immune from discovery, the Producing Party  
7 shall promptly, upon learning of such disclosure, so advise the Receiving Party in  
8 writing. Should the Receiving Party reasonably believe that the Producing Party  
9 inadvertently produced privileged Discovery Materials, the Receiving Party shall  
10 promptly notify the Producing Party in writing. The Producing Party shall respond within  
11 five (5) business days confirming the privilege status of the Discovery Materials in  
12 question. If the Producing Party notifies the Receiving Party that the inadvertently  
13 produced Discovery Materials are privileged, then within five (5) business days of receipt  
14 of the notice the Receiving Party shall return or destroy all copies of the identified  
15 Discovery Materials, including those that have been shared with experts, consultants, and  
16 vendors, and confirm in writing that all such documents or information have been  
17 returned or destroyed. The Producing Party shall provide a privilege log for the  
18 inadvertently produced materials within ten (10) business days of its original notice to the  
19 Receiving Party. No Party to this Litigation shall thereafter assert that such disclosure  
20 waived any claim of attorney-client privilege, attorney work product, or other privilege or  
21 immunity. The Receiving Party returning such inadvertently produced Discovery  
22 Materials may move the court for an Order compelling production of such documents in  
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1 accordance with the Federal Rules of Civil Procedure (based on information independent  
2 of the content of the allegedly privileged materials in question). The motion shall be filed  
3 under seal and shall not assert that the inadvertent production by the Producing Party  
4 waived any claim of attorney-client privilege, attorney work product, or other privilege or  
5 immunity. Outside counsel of record shall not be required to delete information that may  
6 reside on their respective firms' electronic back-up systems that are over-written in the  
7 normal course of business.

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9 **Challenge to Designations.**

10 13. A Receiving Party may challenge a Producing Party's designation of  
11 information as Confidential, Confidential Outside Counsel Only, or Highly Restricted  
12 Confidential - Source Code at any time. Unless a prompt challenge to a Designating  
13 Party's confidentiality designation is necessary to avoid foreseeable, substantial  
14 unfairness, unnecessary economic burdens, or a significant disruption or delay of the  
15 litigation, a Party does not waive its right to challenge a confidentiality designation by  
16 electing not to mount a challenge promptly after the original designation is disclosed.  
17 Any Receiving Party disagreeing with a designation may request in writing that the  
18 Producing Party change the designation. A Receiving Party that elects to initiate a  
19 challenge must do so in good faith and explain in writing the basis for its belief that the  
20 confidentiality designation was improper. The Producing Party will then have fourteen  
21 (14) calendar days after receipt of a challenge notice to advise the Receiving Party  
22 whether or not it will change the designation. If the Parties are unable to reach agreement  
23 after the expiration of this fourteen (14) calendar day time-frame, the Receiving Party  
24 may at any time thereafter seek an Order from the Court that specified information or  
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1 categories of information are not properly designated as Confidential, Confidential  
2 Outside Counsel Only, or Highly Restricted Confidential - Source Code. Until any  
3 dispute under this paragraph is ruled upon by the Court, the Producing Party's  
4 designation will remain in full force and effect, and the information will continue to be  
5 accorded the designated level of confidential treatment required by this Protective Order.  
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7 **Disclosure and Use of Confidential Information.**

8 14. Absent agreement in writing by the Producing Party or Order of the Court,  
9 information designated as Confidential, Confidential Outside Counsel Only, or Highly  
10 Restricted Confidential - Source Code may only be used for purposes of preparation,  
11 trial, and appeal of this Litigation. This Protective Order has no effect upon and shall not  
12 apply to (a) any Producing Party's use of its own Confidential, Confidential Outside  
13 Counsel Only, or Highly Restricted Confidential - Source Code materials for any  
14 purpose, (b) any use of documents or other information developed or obtained  
15 independently of discovery in this Litigation for any purpose, or (c) non-confidential  
16 documents produced in this Litigation.  
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19 15. Nothing in this Protective Order shall bar or otherwise restrict outside  
20 counsel from rendering advice to a Party-client in this Litigation and, in the course  
21 thereof, relying generally on Confidential, Confidential Outside Counsel Only, or Highly  
22 Restricted Confidential - Source Code information; provided, however, that counsel shall  
23 not disclose, reveal or describe any such materials in a manner not specifically authorized  
24 (if authorized at all) under this Protective Order.  
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27 16. Subject to paragraphs 21 and 22 below, and except as prohibited by  
28 paragraph 14 above, information designated Confidential may be disclosed by the

1 Receiving Party only to the following individuals, provided that such individuals agree to  
2 be bound by the terms of this Protective Order: (a) no more than two (2) in-house  
3 attorneys of a Party who act in a legal capacity for the Receiving Party (or an affiliate  
4 thereof in the case of a corporate Party), who are responsible for supervising this  
5 Litigation and are identified in paragraph 17 below; (b) outside counsel of record for the  
6 Receiving Party; (c) supporting personnel employed by outside counsel, such as  
7 paralegals, legal secretaries, data entry clerks, legal clerks, and private photocopying  
8 services; (d) independent experts or consultants and employees and assistants under the  
9 control of such expert or consultant, who (i) is engaged by outside counsel of record in  
10 this action, whether or not such expert or consultant is paid directly by a Party, and (ii) is  
11 not employed by or associated with a Party, other than by the Producing Party, provided  
12 however that disclosure to such persons shall be made only on the conditions set forth in  
13 paragraph 21 below; (e) any persons requested by outside counsel of record to furnish  
14 services such as document coding, image scanning, translation services, court reporting  
15 services, demonstrative exhibit preparation, the creation of a computer database from  
16 documents for outside counsel of record's use only, and non-technical jury or trial  
17 consulting services (expressly excluding mock jurors); and (f) the court and its personnel.

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22 17. Documents designated as Confidential may be disclosed and disseminated  
23 to Marcus Delgado, in-house counsel for Cox Communications, Inc., Elizabeth Nelson,  
24 in-house counsel for Palms Casino Resort, and Karlton Butts and Edward Treska, in-  
25 house counsel for Content Interactive LLC. In the event that in-house counsel identified  
26 herein is no longer responsible for supervising this Litigation and a Party wishes to  
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1 disclose Confidential documents to in-house counsel not identified herein, the Party  
2 seeking to amend this paragraph shall notify opposing counsel of the name and affiliation  
3 of such in-house counsel. Opposing counsel shall have ten (10) business days after  
4 receipt of such notice to object to disclosure of Confidential documents to the proposed  
5 in-house counsel. During the pendency of the ten (10) day notice period, the proposed  
6 in-house counsel shall not have access to Confidential documents.  
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8 18. Subject to paragraphs 21 and 22 below, and except as prohibited by  
9 paragraph 14 above, information designated as Confidential Outside Counsel Only may  
10 be disclosed by the Receiving Party only to the individuals identified in paragraphs 16(b),  
11 16(c), 16(d), 16(e), and 16(f) above, provided that such individuals agree to be bound by  
12 the terms of this Protective Order.  
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14 19. Highly Restricted Confidential - Source Code material and any information  
15 contained therein may be disclosed only to the following persons and in strict accordance  
16 with the following procedures:  
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18 a. Highly Restricted Confidential - Source Code Material, to the extent  
19 in electronic format, will be provided on a standalone computer with all ports, software,  
20 and other avenues that could be used to copy or transfer such data blocked ("Standalone  
21 Computer"). The Standalone Computer shall be maintained in the sole control and  
22 custody of counsel of record for the producing party and shall be maintained in the  
23 United States at an office of counsel of record for the producing party in Las Vegas,  
24 Nevada, or at such other location as shall be mutually agreed to by the parties.  
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27 b. Highly Restricted Confidential - Source Code Material, to the extent  
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1 not in electronic format, shall be designated in the manner provided in paragraph 6 above.

2 c. Only persons designated under paragraphs 16(b) and 16(d) above  
3 shall have access to the Standalone Computer provided however that the following  
4 additional restrictions shall apply to such access:

5 (i) at least ten (10) business days prior to the date on which  
6 access is sought to such Standalone Computer, counsel of record for the Receiving Party  
7 shall provide a list of individuals including attorneys seeking to access such Standalone  
8 Computer and the Producing Party shall have the right to object to such access in  
9 accordance with paragraph 21 herein;  
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11 (ii) during the pendency of the ten day notice period, no listed  
12 individual shall have access to the Standalone Computer;  
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14 (iii) if an objection to any specific listed individual is made, that  
15 individual shall not have access to the Standalone Computer until resolution of such  
16 objection; and  
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18 (iv) each time a person accesses the Standalone Computer, the  
19 person shall sign a sign-in sheet prior to, and a sign-out sheet subsequent to, accessing the  
20 Standalone Computer including the name of the person accessing, the date and time in  
21 and out, and whether any hard copies were made.  
22

23 d. The Receiving Party shall not have the right to, and agrees not to,  
24 copy, transmit or duplicate Highly Restricted Confidential - Source Code materials in any  
25 manner, including scanning or otherwise creating an electronic image of the Highly  
26 Restricted Confidential - Source Code materials, except as set forth herein.  
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1 (i) A printer shall be attached to the Standalone Computer and  
2 the Receiving Party shall make no more than 1000 total pages of hard copies of Highly  
3 Restricted Confidential - Source Code material it in good faith considers to be necessary  
4 to proving elements of its case. In the event that the Receiving Party in good faith  
5 believes that it must exceed the 1000 total page limit of hard copies of Restricted  
6 Confidential – Source Code material in order to prove elements of its case, it shall request  
7 consent from the Producing Party prior to exceeding the page limit. Such consent shall  
8 not be unreasonably withheld.  
9

10 (ii) Whenever hard copies are made, copies of the hard copies  
11 shall be provided to counsel for the Producing Party along with an identification of when  
12 the copies were made and who made them.  
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14 (iii) Any hard copies shall be conspicuously marked Highly  
15 Restricted Confidential - Source Code in conformity with paragraph 6 above.  
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17 (iv) Receiving Party shall keep a log including: (a) the custodian  
18 of each copy of any Highly Restricted Confidential - Source Code materials; (b) the  
19 names of all persons accessing the Highly Restricted Confidential - Source Code  
20 materials; and (c) the date and time of access of the Highly Restricted Confidential -  
21 Source Code materials.  
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23 e. All Highly Restricted Confidential - Source Code materials,  
24 including all copies, in the possession of the receiving party shall be maintained in a  
25 secured, locked area.  
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27 f. All Highly Restricted Confidential - Source Code materials utilized  
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1 during a deposition or marked as an exhibit at a deposition will be retrieved by the party  
2 conducting the deposition at the end of each day. At no time, will any Highly Restricted  
3 Confidential - Source Code material be given to or left with the Court Reporter or any  
4 other individual.

5 g. Receiving Party shall not convert any of the information contained  
6 in the hard copies into an electronic format.  
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8 20. Individuals (including without limitation outside counsel, experts, and  
9 consultants) who review or otherwise learn of technical information designated  
10 Confidential Outside Counsel Only or Highly Restricted Confidential - Source Code  
11 under this Protective Order shall not prepare, prosecute, supervise, or assist in the  
12 prosecution of any patent application pertaining to systems for distributing video content  
13 to users in one or more separate locations, including those related to residential or  
14 commercial (e.g., hotel) VOD systems, as may be contained in the Confidential Outside  
15 Counsel Only or Highly Restricted Confidential – Source Code information actually  
16 reviewed or otherwise learned by such individuals; provided that nothing in this  
17 paragraph shall operate to preclude any such individual from making non-confidential  
18 information available for potential submission to the United States Patent and Trademark  
19 Office. This prohibition shall begin when the Confidential Outside Counsel Only or  
20 Highly Restricted Confidential – Source Code information is first reviewed or learned by  
21 the affected individual, and shall end within two (2) years from disclosure of the  
22 technical information or one (1) year after conclusion of the litigation (including any  
23 appeals), whichever period is longer. This prosecution bar is personal to the individuals  
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1 who review or otherwise learn of such Confidential Outside Counsel Only/Highly  
2 Restricted Confidential – Source Code materials and shall not be imputed to any other  
3 person or entity who has not reviewed or otherwise learned of such materials. To ensure  
4 compliance with the purpose of this provision, those individuals who actually review or  
5 otherwise learn of the technical information designated Confidential Outside Counsel  
6 Only or Highly Restricted Confidential – Source Code shall not discuss the subject matter  
7 of such technical information with those individuals who prepare, prosecute, supervise or  
8 assist in the prosecution of any patent application pertaining to the same or substantially  
9 the same subject matter of the patent-in-suit, as described above.  
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12 21. Prior to disclosing Confidential, Confidential Outside Counsel Only or  
13 Highly Restricted Confidential - Source Code information to a Receiving Party's  
14 proposed expert or consultant, the Receiving Party must provide to the Producing Party  
15 (a) a signed Confidentiality Agreement in the form attached to this Protective Order as  
16 Exhibit A, (b) the resume or curriculum vitae of the proposed expert or consultant,  
17 including identifying the proposed expert's or consultant's current employer, (c) the  
18 proposed expert's or consultant's current and past consulting relationships in the industry,  
19 and (d) a listing of cases in which the proposed expert or consultant has testified as an  
20 expert at trial or by deposition within the preceding four years preceding the date on  
21 which the expert or consultant executes Exhibit A. The Producing Party will thereafter  
22 have ten (10) business days from receipt of the Confidentiality Agreement to object to  
23 any proposed individual. The objection must be made for good cause and in writing,  
24 stating with particularity the reasons for the objection. Failure to object within ten (10)  
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1 business days constitutes approval. If the Parties are unable to resolve any objection, the  
2 Receiving Party may apply to the Court to resolve the matter. There will be no disclosure  
3 to any proposed individual during the ten (10) business day objection period, unless that  
4 period is waived by the Producing Party, or, if any objection is made, until the Parties  
5 have resolved the objection or the Court has ruled upon any resultant motion.  
6

7 22. Outside counsel of record is responsible for the adherence by third-party  
8 vendors to the terms and conditions of this Protective Order. Outside counsel of record  
9 may fulfill this obligation by obtaining a signed Confidentiality Agreement in the form  
10 attached as Exhibit B, but failure to obtain an executed copy of Exhibit B from a third-  
11 party vendor shall not absolve (a) the third-party vendor from abiding by the terms of this  
12 Protective Order; or (b) outside counsel of record from ensuring compliance with this  
13 Protective Order by third-party vendors.  
14

15 23. At a deposition or trial, Confidential, Confidential Outside Counsel Only,  
16 or Highly Restricted Confidential - Source Code information may be disclosed to a  
17 person who is not already allowed access to such information under this Protective Order  
18 if: (a) the information was previously received or authored by the person or, subject to  
19 timely objection including objection that such person is not internally authorized to  
20 receive such information, was authored or received by a director, officer, employee or  
21 agent of the company for which the person is testifying as a designee under Fed. R. Civ.  
22 P. 30(b)(6); or (b) outside counsel of record for the Party designating the material agrees  
23 in writing that the material may be disclosed to the person. Disclosure of material  
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1 pursuant to this paragraph does not constitute a waiver of the confidential status of the  
2 material so disclosed.

3 **Disclosure to Witnesses.**

4 24. (a) Any person currently employed by a Party, retained as an expert witness  
5 by a Party, or designated by a Party as a witness under Fed. R. Civ. P. 30(b)(6) may be  
6 examined upon deposition concerning any Discovery Materials designated by such Party  
7 as Confidential, Confidential Outside Counsel Only, or Highly Restricted Confidential -  
8 Source Code.  
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10 (b) Any person other than those identified in paragraph 23(a) who is or may be  
11 a witness may be examined upon deposition concerning any Discovery Materials marked  
12 Confidential, Confidential Outside Counsel Only, or Highly Restricted Confidential -  
13 Source Code, only if the document or other Discovery Material indicates on its face that  
14 the person was an author, addressee or recipient of the document, the document came  
15 from such person's files, or prior deposition testimony reveals that the person was  
16 provided with or had access to the document, or if the witness is someone entitled to see  
17 the document pursuant to paragraphs 16, 17, 18 or 19 above.  
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20 **Non-Party Information.**

21 25. The existence of this Protective Order must be disclosed to any Third Party  
22 producing Discovery Materials in the Litigation who may reasonably be expected to  
23 desire confidential treatment for such Discovery Materials. Any such person may  
24 designate documents, tangible things, or testimony confidential pursuant to this  
25 Protective Order.  
26

27 **Filing Documents With the Court.**

1           26. All transcripts of depositions, exhibits, answers to interrogatories,  
2 pleadings, briefs, and other documents submitted to the Court which have been  
3 designated as Confidential, or Confidential Outside Counsel Only, or which contain  
4 information so designated, shall be filed under seal in a manner prescribed by the Court  
5 for such filings.  
6

7 **No Prejudice.**

8           27. Producing or receiving confidential information, or otherwise complying  
9 with the terms of this Protective Order, will not: (a) operate as an admission by any Party  
10 that any particular Confidential, Confidential Outside Counsel Only, or Highly Restricted  
11 Confidential - Source Code Discovery Materials contains or reflects trade secrets or any  
12 other type of confidential or proprietary information; (b) prejudice the rights of a Party to  
13 object to the production of information or material that the Party does not consider to be  
14 within the scope of discovery; (c) prejudice the rights of a Party to seek a determination  
15 by the Court that particular materials be produced; (d) prejudice the rights of a Party to  
16 apply to the Court for further protective orders; (e) prevent the Parties from agreeing in  
17 writing to alter or waive the provisions or protections provided for in this Protective  
18 Order with respect to any particular information or material; or (f) operate as an  
19 admission by any Party that any particular Confidential, Confidential Outside Counsel  
20 Only, or Highly Restricted Confidential - Source Code information is admissible.  
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23 **Conclusion of Litigation.**

24           28. Within sixty (60) calendar days after entry of final judgment in this  
25 Litigation, including the exhaustion of all appeals, or within sixty (60) calendar days after  
26 dismissal pursuant to a settlement agreement or otherwise, each Party or other person  
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1 subject to the terms of this Protective Order is under an obligation to destroy or return to  
2 the Producing Party all Discovery Materials containing Confidential, Confidential  
3 Outside Counsel Only or Highly Restricted Confidential - Source Code information, and  
4 to certify to the Producing Party that this destruction or return has been completed.  
5 However, outside counsel of record for any Party is entitled to retain all court papers, trial  
6 transcripts, exhibits, and attorney work product, provided that any such materials are  
7 maintained and protected in accordance with the terms of this Protective Order.  
8

9 **Other Proceedings.**

10 29. By entering this Protective Order and limiting the disclosure of Discovery  
11 Materials in this Litigation, the Court does not intend to preclude this or another court  
12 from finding that information may be relevant and subject to disclosure in another case.  
13 Any person or Party subject to this Protective Order who may be subject to a motion to  
14 disclose another Party's information designated under this Protective Order must  
15 promptly notify that Party of the motion so that the Party may have an opportunity to  
16 appear and be heard on whether that information should be disclosed.  
17

18 **Remedies.**

19 30. It is Ordered that this Protective Order will be enforced by the sanctions set  
20 forth in Fed. R. Civ. P. 37(b) and any other sanctions as may be available to the Court,  
21 including the power to hold Parties or other violators of this Protective Order in  
22 contempt. All other remedies available to any person injured by a violation of this  
23 Protective Order are fully reserved.  
24

25 31. Any Party may petition the Court for good cause shown if the Party desires  
26 relief from a term or condition of this Protective Order.  
27  
28

1  
2 Dated: November 3, 2011

Stipulated to by:

3  
4 /s Brandon C. Fernald

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13  
14 Dated: November 3, 2011

Stipulated to by:

15 /s Ryan A Loosvelt

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**IT IS SO ORDERED.**

DATED: November 7, 2011.

  
UNITED STATES MAGISTRATE JUDGE

## **EXHIBIT A**

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF NEVADA

3 CONTENT INTERACTIVE LLC,

4 Plaintiff,

5 v.

6 COX COMMUNICATIONS, INC., et  
7 al.

8 Defendants.

Case No. 2:11-cv-00314-ECR-PAL

**PROTECTIVE ORDER IN A PATENT  
CASE**

**JURY TRIAL DEMANDED**

9  
10 **EXHIBIT A**

11 **CONFIDENTIALITY AGREEMENT FOR EXPERT OR CONSULTANT**  
12 **OF ANY PARTY**

13 I, \_\_\_\_\_ [print or type full name],  
14 of \_\_\_\_\_ hereby affirm that:

15 Information, including documents and things designated as “Confidential,”  
16 “Confidential Outside Counsel Only,” or Highly Restricted Confidential - Source Code as  
17 defined in the Protective Order entered in this Litigation, is being provided to me  
18 pursuant to the terms and restrictions of the Protective Order. I have been given a copy of  
19 and have read the Protective Order.

20 I am familiar with the terms of the Protective Order and I agree to comply with  
21 and to be bound by its terms. I submit to the jurisdiction of this Court for enforcement of  
22 the Protective Order.

23 I agree not to use any Confidential, Confidential Outside Counsel Only, or Highly  
24 Restricted Confidential - Source Code information disclosed to me pursuant to the  
25 Protective Order, except for purposes of this Litigation, and not to disclose any of this  
26 information to persons, other than those specifically authorized by the Protective Order,  
27 without the express written consent of the Party who designated the information as  
28 confidential or by order of the Court. I also agree to notify any stenographic, clerical or

1 technical personnel who are required to assist me of the terms of this Protective Order  
2 and of its binding effect on them and me.

3 Pursuant to paragraph 21 of the attached Protective Order, I have attached (a) my  
4 current resume or curriculum vitae, which identifies my current employer, (b) my current  
5 and past consulting relationships in the industry, and (c) a listing of cases in which I have  
6 testified as an expert at trial or by deposition within the preceding four years.

7 I understand that I am to retain all documents or materials designated as or  
8 containing Confidential, Confidential Outside Counsel Only, or Highly Restricted  
9 Confidential - Source Code information in a secure manner, and that all such documents  
10 and materials are to remain in my personal custody until the completion of my assigned  
11 duties in this matter, whereupon all such documents and materials, including all copies  
12 thereof, and any writings prepared by me containing any Confidential, Confidential  
13 Outside Counsel Only, or Highly Restricted Confidential - Source Code information are  
14 to be returned to counsel who provided me with such documents and materials.

15  
16 DATED: \_\_\_\_\_

17 CITY, STATE WHERE SWORN AND SIGNED: \_\_\_\_\_

18 PRINTED NAME: \_\_\_\_\_

19 SIGNATURE: \_\_\_\_\_  
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## **EXHIBIT B**

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF NEVADA

3 CONTENT INTERACTIVE LLC,

4 Plaintiff,

5 v.

6 COX COMMUNICATIONS, INC., et  
7 al.

8 Defendants.

Case No. 2:11-cv-00314-ECR-PAL

**PROTECTIVE ORDER IN A PATENT  
CASE**

**JURY TRIAL DEMANDED**

9  
10 **EXHIBIT B**

11 **CONFIDENTIALITY AGREEMENT FOR THIRD-PARTY VENDORS**

12 I, \_\_\_\_\_ [print or type full name],  
13 of \_\_\_\_\_ hereby affirm that:

14 Information, including documents and things designated as “Confidential” or  
15 “Confidential Outside Counsel Only,” as defined in the Protective Order entered in this  
16 Litigation, is being provided to me pursuant to the terms and restrictions of the Protective  
17 Order.

18 I have been given a copy of and have read the Protective Order.

19 I am familiar with the terms of the Protective Order and I agree to comply with  
20 and to be bound by its terms. I submit to the jurisdiction of this Court for enforcement of  
21 the Protective Order.

22 I agree not to use any Confidential or Confidential Outside Counsel Only  
23 information disclosed to me pursuant to the Protective Order except for purposes of this  
24 Litigation and not to disclose any of this information to persons, other than those  
25 specifically authorized by the Protective Order, without the express written consent of the  
26 Party who designated the information as confidential or by order of the Court.  
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DATED: \_\_\_\_\_

CITY, STATE WHERE SWORN AND SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_